ASSOCIATED STUDENT EMPLOYEES (continued)

tion that students who hold such positions do so as part of their educations on this campus. Therefore, says the administration's out-of-touch illogic, the work that these students do is not employment, and the workers have no right to a union. These same administrators conveniently (for them) concur with the part of the Court's '92 ruling that says that TAs and RAs are not employees.

Administrators find ASE inconvenient, of course, because they gain so much by exploiting student employees. In the last year, ASE members have visited numerous departments and humdreds of employees, and we have found fair working conditions to be more of the exception than the rule. TAs and RAs frequently work far more than the hours for which they are paid. Readers, whose job it is to grade work for a course, often get a piece-work salary (usually as low as $1.00 per student) that doesn't come close to covering the number of hours actually spent on the job since the reader frequently must read the course materials and attend lectures in order to evaluate student work. Student employees are subject to unfair hiring and dismissal practices, fueled by personal bias and covered by deceit.

On top of all of these problems, student employees are constantly in danger of having their scanty wages and benefits decimated by fee hikes. Because of union efforts on other campuses, administrators have not raised fees on student employees for three years, but they have not yet decided whether to do so next year.

In response to all of these threats to the well-being of our membership, ASE is forming a grievance committee, trained in UCSB's grievance procedures. ASE's growing membership presents a united front against any efforts to garnish our salaries and cut our benefits. ASE members are proud to work alongside UCSB's other unions, including the AFT, in our shared struggle to democratize the campus and to protect the people who keep it running.

Forward

UC-AFT's Official Newsletter,
Local 2141, Santa Barbara

Volume 7, Number 2 — March, 1994

BULLETIN!

ON THE LEGAL FRONT

A Win and a Loss

Judy Kirscht

The Good News...

Reduced time for Post 6-Year Lecturers at Berkeley and Davis reversed.

The University agreed to settle out of court the UC-AFT charge that the across-the-board reduction of time for Unit 18 faculty at Berkeley and Davis was an unfair labor practice. It agreed to withdraw the one-course-per-year limita-

continued on page 5

Notes from the OFFICIAL CONTACT PERSON

by Katia McClain

TAKE BACK THE UNIVERSITY!

What's wrong with this picture? Faculty and staff receive nearly a five per cent pay cut for 1993-94, students are faced with a substantial increase in fees and two non-academic administrators receive very attractive pay hikes. Increased work load? Tell that to everyone else at UCSB who is trying to cope with an increased work load and reduced pay due to reduced budgetary resources. It's time for faculty, staff and students to unite and demand policies that will support the Academic mission of the University.

The Union is participating in one of the

continued on page 6

UC-AFT, Local 2141
Executive Board
1993-1994

Official Contact Person	Katia (Katherine) McClain Germanic, Oriental, Slavic	968-8516
	CAMPUS UNION PHONE	893-4706
Unit 17 Representative	Sally Weimer Reference Dept., Library	659-0374
Secretary	Nick Tingle Writing Program	682-6765
Treasurer	Mashey Bernstein Writing Program	563-1592
Grievance Officer	John Hagerty Writing Program	685-4766
Acad. Senate Liaison	Richard Flacks Sociology	962-2057
Phone Tree	Larry Behrens Writing Program	642-1319
Supervisor Paid Staff	Valerie Hobbs Writing Program	966-4292
Newsletter Editor	Michael Petracca Writing Program	687-6191
Publicity	Rosalind Rock Writing Program	569-7649
Membership	Angela Ellis French & Italian	967-9953
Southern Vice Pres. UC-AFT Council	Judy Kirscht Writing Program	968-8095

RESOLUTION

WHEREAS, the employees of the University Of California have suffered serious economic and other hardships from the rising costs of health care; and

WHEREAS, Fisher Scientific, a leading distributor of medical equipment, instruments, and laboratory supplies earns huge profits from the medical community, a factor that has contributed to health care costs rising at a rate significantly higher than the rate of inflation; and

WHEREAS, Fisher Scientific offered their distribution plan employees in Springfield, New Jersey the ultimatum of either accepting a 450% increase in the employee contribution to the health insurance premium or going out on strike; and

WHEREAS, after rejecting a lower-cost, alternative health insurance program presented by the International Brotherhood of Teamsters which would have saved the company $600,000 over 3 years, Fisher Scientific permanently replaced those 77 long-service, experienced workers; and

WHEREAS, Fisher Scientiftic has hired inexperienced replacement workers, thereby lowering the standard of living for this section of the work force; the working people in this country must reject these anti-worker policies.

NOW, THEREFORE BE IT RESOLVED that the University Council of the American Federation of Teachers, representing academic employees at the University of California, hereby requests of its members and colleagues who buy medical and laboratory supplies to seek alternative sources to Fisher Scientific products wherever it is possible and in accordance with the law; and

NOW THEREFORE BE IT FURTHER RESOLVED that the UC-AFT send a copy of this Resolution to Fisher Scientific informing them that their action of permanently replacing long-term employees violates acceptable labor relation standards, and that the UC-AFT will urge its members to give preference to alternative suppliers until the Springfield, N.J. Distribution Plant workers are rehired and reinsured.

Passed by this the 4th day of December, 1993
Virginia Draper, President, UC-AFT

FEELING ALIENATED?
DISEMPOWERED?
DISENFRANCHISED?

HELP YOUR UNION!

Fill out the form below and send to:

Katia McClain
Germanic, Oriental, Slavic Dept.
Phelps Hall.

I am willing to:

___ Join the union [we will send a form]
___ Recruit members [we will send forms]

___ Serve on the Executive Board
  ___ As a representative of my unit
  ___ Other functions as needed.

___ Follow-up on specific issues
___ Telephone
___ Odd Jobs
___ Other _____

Name_____
Dept.
Campus Phone
Home Phone_____

ON THE LEGAL FRONT (continued from page 1)

tion on three-year appointments and redetermine "instructional need" for all appointments affected by that limitation. It also agreed that any future limitations on percentage of time for three-year appointments would be based on a "particularized" determination of need within each department or program rather than an arbitrary college-wide limitation such as the one imposed in June 1992. UC-AFT Labor Consultant Ed Purcell believes this is as good a remedy as we could have gotten in court, had we won. We agree. Furthermore, it should ward off any further attempts at across the board layoffs on other campuses.

The Bad News

Treatment of Unit 18 VERIP II & III faculty ruled legal. Under VERIP II and III regulations, Unit 18 faculty are treated as staff, requiring those who take early retirement to terminate employment October 31 — in the middle of the fall term. The UC-AFT charged that this treatment, different from other teaching faculty, is discriminatory and unfair, leaving the retirees little choice but to finish the term for free or abrogate their academic responsibility. PERB (Public Employees Relations Board), however, found in favor of the University on this one. They argued that the union, in its initial contract negotiations, had waived the right to bargain on retirement packages, leaving the University free to treat Unit 18 differently from senate faculty if it wishes. The union vigorously disagrees that we waived this right, but, as so often is the case, remedy probably lies at the bargaining table.

Notes from the Contact Person ....continued from page 1

efforts to do just that. At the end of November several members of the executive board were among the group of concerned faculty, staff and students who met with Tom Hayden to talk about the University's problems and his view of the University. We our now working with Academic Senate faculty to set up a campus wide meeting for all interested faculty, staff and students to raise consciousness among ourselves and to figure out how to have an impact on reforming the University. We need to directly interact with the legislature and public to change their perceptions of what the UC faculty is and what kind of changes we would like to see. (Reforming the board of Regent's comes to mind.) Even though Academic Senate, Unit 18, Unit 17 and graduate student employees may have somewhat different needs and problems in the University, we all share a common interest in reform of the current system.

In order to give the Union a stronger voice in reforming the University and supporting our members we need to move toward full membership. Right now only 31 out of 190 Unit 18 members, as well as 14 Unit 17 members and 32 members of the Academic Senate belong to the Union. We are continuing our membership drive to recruit new members, as well as re-enroll members who may have dropped out. Encourage your colleagues to join now!

NEW MOU !

Have you received your new MOU (contract)? The new MOU (bright blue cover) should have been distributed to all Unit 18 members. If you haven't received yours call the Union, 893-4706.

Associated Student Employees

The Associated Student Employees (ASE) is a local union of the United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW). Our membership currently includes some 300 TAs, RAs, readers, tutors, and unemployed graduate students at UC Santa Barbara. ASE is one of three UAW locals working toward majority status among the employees listed above. Four other campuses (UCs Berkeley, San Diego, Santa Cruz, and Davis) already have majority status, though UC administrators cut off negotiations with TAs and RAs in 1992. Efforts to unionize on this campus began in winter 1993 with two goals in mind: (1) to gain collective bargaining rights for all graduate student employees, including TAs and RAs, and (2) to alleviate the powerlessness and exploitation that some of us had experienced as employees and as students.

TAs, RAs, readers, tutors, teaching associates, acting instructors, and community teaching fellows are all eligible for membership whether they are students or not. Undergraduates as well as graduates employed in these positions are welcome to join. All graduate students, whether employed or not, can join the union.

As with all unions, ASE's actions, methods, structure, and positions in the next years are up to its membership. To date, ASE members have put most of their energy into completing our card drive, made especially challenging by the administration's refusal to register ASE as a campus labor organization. Without this classification, ASE has no access to University employee lists. We are subject to this union-busting treatment in spite of a 1992 California State Supreme Court ruling that determined that Berkeley's readers, tutors, and acting instructors are employees with a right to collective bargaining under the Higher Education Employer-Employee Relations Act. UCSB administrators have taken the posi

(continued on page 8)